UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

COENTERPRISE, LLC,

Plaintiff,

- against -

KEVIN DONELSON JONES,

Defendant.

Case No. 1:25-cv-00543-JMF

[PROPOSED] PRELIMINARY INJUNCTION ORDER

WHEREAS, on January 22, 2025, CoEnterprise, LLC ("CoEnterprise") filed a Motion for a Temporary Restraining Order and Preliminary Injunction against Defendant Kevin Donelson Jones ("Jones") in the above-captioned action;

WHEREAS, on January 23, 2025, the Court granted CoEnterprise's request for temporary restraints against Jones pending CoEnterprise's application for a preliminary injunction and ordered that Jones show cause before the Court on February 6, 2025, why a preliminary injunction should not be ordered, Docket Entry ("D.E.") 19 (the "January 23 Order");

WHEREAS, pursuant to the January 23 Order, counsel for CoEnterprise appeared before the Court for a status teleconference on January 28, 2025, at 3:30 p.m. to discuss the briefing schedule and the show cause hearing;

WHEREAS, Defendant failed to appear at the scheduled teleconference on January 28, 2025;

WHEREAS, pursuant to the January 23 Order, Jones was required to file any papers opposing CoEnterprise's motion for a preliminary injunction by January 31, 2025;

WHEREAS, Defendant has filed no papers in opposition to Coenterprise's motion for preliminary injunction and failed to appear at the Show Cause hearing earlier today;

WHEREAS, the Court has considered Coenterprise's submissions in support of its motion for a preliminary injunction against Jones, including the declarations of Lucy Maresco (D.E. 16), Michael Rabinowitz (D.E. 11), and Andrew Schneider (D.E. 12), and the respective exhibits attached thereto, as well the memorandum of law in support of the motion (D.E. 17), and all other papers submitted in connection therewith, and concludes that CoEnterprise satisfies all prerequisites for a preliminary injunction under Federal Rule of Civil Procedure 65(b); it is hereby

ORDERED, that Jones is restrained and enjoined, during the pendency of this matter or until further order of the Court, from:

- 1. Disclosing, using, and/or otherwise misappropriating any of CoEnterprise's trade secrets and confidential information, including but not limited to proprietary client lists, Salesforce database information, internal emails, and other confidential information as defined in Jones's Confidentiality Agreement attached as Exhibit C to the January 20, 2025, declaration of Lucy Maresco (collectively, the "Confidential Information"), or threatening to do so;
- 2. Soliciting, encouraging, or inducing any customer, client, or partner of CoEnterprise to terminate or diminish its relationship with CoEnterprise, or seeking to persuade or induce any such customer, client, prospective customer, prospective client, or partner of the Company to conduct with anyone else any business or activity which such customer, client, prospective customer, prospective client, or partner conducts or could conduct with CoEnterprise, or threatening to do so;
- Soliciting, encouraging, or inducing any employee of CoEnterprise or seeking to persuade
 or induce any employee of CoEnterprise to discontinue employment with CoEnterprise, or
 threatening to do so;

- Soliciting, encouraging or inducing any independent contractor providing services to the CoEnterprise to terminate or diminish its relationship with CoEnterprise, or threatening to do so; or
- 5. Interfering with CoEnterprise's customer, client, or business partner relationships or threatening to do so.

IT IS FURTHER ORDERED that Plaintiff shall serve a copy of this preliminary injunction on Defendant by emailing it to the following addresses, which shall be deemed good and sufficient service thereof: kevindonjones866@gmail.com, kevindonjones16@gmail.com, johndoepinkley@gmail.com, and tommyboyserradoce@gmail.com.

Hon. Jesse M. Furman, U.S.D.J.

February 6, 2025